

In the Matter of the Citations and Order against:	)	Case No. 100-1641; 100-1642
	)	
	)	
JIL, INC., dba CHECKS-N-ADVANCE,	)	SETTLEMENT AGREEMENT
	)	
Respondent.	)	
	)	
	)	
	)	
	)	
	)	

**RECITALS**

A. Jil is a corporation in good standing, duly formed and existing pursuant to the laws of the State of California, and authorized to conduct business in the State of California. At all relevant times, Jil maintained a principal place of business at 745 3rd Avenue, Chula Vista, CA 91910. At all relevant times, Jil had an additional business location at 12759 Poway Road #110, Poway, CA 92064.

B. On or about December 31, 2004, Jil obtained license numbers 100-1641 and 100-1642 pursuant to the California Deferred Deposit Transaction Law (“CDDTL”), Cal. Fin. Code § 23000 *et seq.* Jil therefore had two locations licensed to do business under the CDDTL.

1 C. At all relevant times, Jil Thompson is and was the owner and control person of Jil. Jil  
2 Thompson is authorized to enter into this Agreement on behalf of Jil.

3 D. On or about September 12, 2008, the Commissioner issued his Citations and Desist  
4 and Refrain Order (“Citations and Order”) against Jil pursuant to California Financial Code sections  
5 23050 and 23058. The Citations and Order required Jil to pay total administrative penalties of  
6 \$5,000.00 for two violations of Financial Code section 23035, subsection (e)(1), one occurring at  
7 each licensed location. Jil was also ordered to desist and refrain from further violating the Financial  
8 Code.

9 E. It is the intention and the desire of the parties to resolve these matters without the  
10 necessity of a hearing and/or other litigation.

11 NOW, THEREFORE, in consideration of the foregoing, and the terms and conditions set  
12 forth herein, the parties agree as follows:

13  
14 **TERMS AND CONDITIONS**

15 1. This Agreement is entered into for the purposes of judicial economy and expediency,  
16 and to avoid the time and expense of a hearing and possible further court proceedings.

17 2. Jil hereby admits the allegations contained in the Citations and Order against it. The  
18 admissions of Jil are solely for the limited purposes of these proceedings and any future  
19 proceeding(s) that may be initiated by or brought before the Commissioner against it. It is the intent  
20 and understanding of the parties that this Agreement, and the admissions of Jil contained herein,  
21 shall not be binding or admissible against Jil in any action(s) brought against it by third parties.

22 3. Jil agrees to the following conditions:

23 a. Jil agrees to pay the Commissioner the sum of \$2,500.00 in administrative  
24 penalties, which shall be paid in full within ten (10) working days of the date of  
25 execution of this Agreement. Jil’s penalty payment must be forwarded to counsel  
26 for the Commissioner, Joyce Tsai, at her address of record, within the time  
27 provided.

28 b. Jil agrees to desist and refrain from further violating the CDDTL.

1           5.       Upon any failure of Jil to pay the penalty of \$2,500.00 within the time provided or to  
2 comply with the order to desist and refrain, the original penalty of \$5,000.00 shall become  
3 immediately due and payable.

4           6.       The parties hereby acknowledge and agree that this Agreement is intended to  
5 constitute a final and complete resolution of the matters set forth herein, including the allegations set  
6 forth in the Citations and Order against Jil, and constitutes the entire agreement between the parties  
7 with respect thereto. This Agreement supersedes any and all prior or contemporaneous agreements  
8 between the parties hereto.

9           7.       Notwithstanding any other provision contained herein, nothing in this Agreement  
10 shall operate to limit the Commissioner's ability to investigate and prosecute violations of the  
11 CDDTL not addressed herein, or to assist any other agency (county, state, or federal) with any  
12 prosecution, administrative, civil or criminal, brought by such agency against Jil.

13           8.       Jil acknowledges its right to an administrative hearing under California Financial  
14 Code sections 23050 and 23058, and hereby waives its right to a hearing, and to any reconsideration,  
15 appeal, or other rights which may be afforded pursuant to the California Deferred Deposit  
16 Transaction Law, the California Administrative Procedure Act, the California Code of Civil  
17 Procedure, or any other provision of law in connection with this matter.

18           9.       Each party hereto represents and warrants that it has received independent advice  
19 from its attorney(s) and/or other representatives prior to entering into this Agreement, and in  
20 executing this Agreement relied solely on the statements set forth herein and the advice of its own  
21 counsel and/or representative.

22           10.      In that the parties have had the opportunity to draft, review and edit the language of  
23 this Agreement, no presumption for or against any party arising out of drafting all or part of this  
24 Agreement will be applied in any action relating to or arising out of this Agreement. Accordingly,  
25 the parties hereby waive the benefit of California Civil Code section 1654 and any successor statute.

26           11.      The waiver of any provision of this Agreement shall not operate to waive any other  
27 provision set forth herein, and any waiver, amendment and/or change to the terms of this Agreement  
28 must be in writing signed by the parties hereto.

1           12.     Each signatory hereto represents and warrants that he/she possesses the necessary  
2 capacity and authority to execute this Agreement and bind the parties hereto.

3           13.     This Agreement may be executed in one or more counterparts, each of which shall be  
4 an original but all of which, together, shall be deemed to constitute a single document. A fax  
5 signature shall be deemed the same as an original signature.

6  
7  
8 Dated: \_\_\_\_\_

PRESTON DuFAUCHARD  
California Corporations Commissioner

9  
10 By: \_\_\_\_\_

11 Alan S. Weinger  
12 Acting Deputy Commissioner

13 Dated: \_\_\_\_\_

JIL, INC., dba CHECKS-N-ADVANCE

14  
15 By: \_\_\_\_\_

16 Jil Thompson  
17 Owner